

Doc. # 5169
ADOPTED
4/27/89

COOPERATION AGREEMENT
FOR
PLANNED DEVELOPMENT AREA NO. 30

AGREEMENT made as of the _____ day of _____, 1989, by and between the Boston Redevelopment Authority (the "Authority") and Clippership Wharf Limited Partnership, a Massachusetts limited partnership (the "Applicant") with respect to the Clippership Wharf development on the site in the City of Boston generally bounded by Boston Inner Harbor to the South, by Lewis Mall and Lewis Street to the East, by the Hodge Boilerworks to the West, and by the Monsignor Jacobbe Road, the Heritage Apartments and Sumner Street to the North (the "Locus"). Certain capitalized terms used in this Agreement and not otherwise defined shall have the meanings set forth in Section W below.

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

- A. The Applicant will, subject to Section Q of this Agreement, continue with the planning and design for the Locus in a manner consistent with the development concept, land uses and density contemplated in the Development Plan for Planned Development Area No. 30 (the "Development Plan") approved by vote of the Authority on February 11, 1988 (the "Vote") after notice and public hearings at its meeting held on February 11, 1988. A certified copy of the Vote is attached hereto as Exhibit A together with a copy of the Development Plan.
- B. The Applicant has engaged the services of CBT/Childs, Bertman, Tseckares & Casendino, Inc. of Boston as architects (the "Architect") to provide drawings and specifications for the Project to be constructed in accordance with the Development Plan.
- C. The Applicant and the Authority hereby agree that the development review process required by the Development Plan to be observed by the parties shall be as set forth in the Authority's "Development Review Procedures", as revised in 1986 (the "Development Review Process"). The Applicant will meet on a periodic basis with the East Boston Planning and Zoning Committee and its three subcommittees to review the Project.

- D. Prior to the issuance of any building permit for the Project, the Applicant will submit a Transportation Access Plan to the Director of the Authority and the Commissioner of Transportation. The Transportation Access Plan will identify long term and construction traffic and parking impacts, if any, will specify mitigating measures that are satisfactory to the Commissioner of Transportation and the Director of the Authority and will contain details regarding the Project's water shuttle.
- E. Prior to the issuance of any building permit for the Project, the Applicant, the Authority, and the City of Boston shall enter into a Transportation Access Plan Agreement pursuant to which the Applicant will agree to implement measures to mitigate the long term and construction traffic and parking impacts of the Project, if any.
- F. Prior to the issuance of any building permit for the Project, the Applicant and the Authority shall enter into an Affordable Housing Agreement that sets forth the Applicant's commitments with respect to affordable housing on the Locus. Such commitments will consist of the following: 1) the sale of twenty condominium units divided equally between the first two phases, ten to be targeted for Moderate-Income Households and ten to be targeted for Upper Moderate-Income Households; the 20 affordable condominiums shall be subject to a deed restriction, acceptable to the Authority, establishing the conditions for future sale of those units; and 2) cooperation with the City and the Authority in connection with the development and construction of a building on the Locus which will contain 35 affordable rental units.

Conditioned upon the receipt of \$525,000 in funds from the Linkage Program, the Applicant and/or its affiliates will construct the 35 affordable rental units on Carlton Wharf and shall be obligated to bear the development and operating risks of the 35 rental units for no more than ten years following the commencement of construction. The Applicant and/or its affiliates shall control the rental, management and operation of the affordable rental units, subject to the terms outlined below. The Applicant shall ensure that the 35 rental units are rented at the affordability level described herein for such ten year period. The affordable rental units will be rented to families who qualify as Moderate-Income Households with priority in renting given to households with existing HUD Section 8 or State Chapter 707 rent subsidy certificates. Any affordable rental unit, rented to a household with such a certificate shall be

rented at the allowable rent under that certificate program.

Provided that notice in writing is given by the occupants of a majority of such 35 affordable rental units to Applicant designating a community-based non-profit housing corporation or limited-equity tenant cooperative acceptable to the Authority that will take title to such 35 rental units, such notice to be given no later than ninety days prior to the end of such ten year period, the Applicant shall transfer ownership of the 35 rental units to such limited-equity tenant cooperative or community-based non-profit housing corporation upon the terms and conditions outlined below. No later than sixty days following the Applicant's receipt of such notice, the Applicant shall, at its sole cost and expense, have an inspection of the condition of the rental housing building be performed by an engineer or other professional reasonably acceptable to the Authority, and shall forthwith deliver a report of such inspection to the transferee designated in the notice. The transferee may thereafter elect not to proceed with the transfer of ownership of the 35 rental units by written notice to the Applicant provided that such notice is received no later than thirty days following the date of the inspection report.

In the event that the transferee does not elect to terminate the transfer by written notice to Applicant within such thirty day period, the Applicant shall transfer ownership of the rental building and the 35 affordable rental units in their then "as is" condition to the transferee, with no obligation whatsoever on the part of the Applicant and/or its affiliates to repair, replace or restore any portion of the building or the 35 affordable rental units, on a date mutually acceptable to Applicant and transferee that is no later than ninety days following the date of such inspection report. The purchase price for such transfer of ownership shall be one dollar and the transferee shall pay or assume all outstanding liabilities, debts and obligations incurred in connection with the development and operation of the affordable rental units, and the Applicant and/or its affiliates shall be unconditionally released from any and all such liabilities, debts and obligations. Notwithstanding anything to the contrary contained herein, in the event that low income tax credits are available, the transfer of the ownership of the 35 rental units shall be postponed and the purchase price of such transfer shall be adjusted upward in order to meet the minimum requirements necessary to effectuate a low income tax credit transaction to subsidize the 35 rental units.

The Applicant will provide the land upon which the rental building will be developed and contribute \$500,000 towards subsidizing the affordability of the rental units, and the Authority and the Applicant will cooperate to seek \$525,000 in funds from the Linkage Program. The Applicant will seek additional public subsidies for the rental units, in particular low income tax credits, and will apply such subsidies, if obtained, toward the goal of reducing rents to a level to be rented by Low-Income Households. In the event that all of the \$500,000 contribution from the Applicant is not required to provide the affordable rental units, any remaining money shall be placed in a fund to assist in the development of affordable housing in East Boston.

In the event that construction of the 35 rental units has not commenced by the Occupancy Date (as hereinafter defined in Paragraph J), provided that the \$525,000 in funds from the Linkage Program is available, the Applicant shall provide guarantees acceptable to the Authority that the land on Carlton Wharf designated for the 35 rental units and the \$500,000 contribution are secured for the development of the 35 rental units. To the extent possible, there will be a 70% allocation of all of the affordable units to East Boston residents.

- G. The Authority acknowledges that the Applicant has received approval of the Schematic Design Drawings for the Project and has satisfied the first stage of submissions required by the Authority's Development Review Procedures, except that, with respect to the rental housing on Carlton Wharf, the footprint and massing of the building have been approved but there has been no full approval of the design details of the building. The Applicant acknowledges that the Project requires further review and approval by the Authority for the subsequent stages of submission as outlined in the Authority's Development Review Procedures.
- H. Except as otherwise provided herein, the Authority will review and act upon the submissions required by the Development Review Process in the manner set forth in this Section H. If the Authority finds any submission(s) inconsistent with previous submissions, it shall notify the Applicant of the ways in which the same is deemed to be inconsistent. If the Authority finds the submission(s) consistent, it shall no notify the Applicant and indicate the same thereon. The Authority shall perform its functions under this Agreement promptly and with all reasonable dispatch, and shall use its best efforts to notify the Applicant of its approval or disapproval and its reasons therefore of all submissions from the Applicant within fifteen (15) calendar days after receipt thereof. All submissions by

the Applicant to the Authority for which the Authority must use its best efforts to respond within fifteen (15) calendar days must be prefaced with the following language printed in capital letters: "NOTICE: THIS SUBMITTAL REQUIRES REPLY WITHIN FIFTEEN CALENDAR DAYS". The Authority may waive such of its proceedings and requirements as it deems appropriate.

- I. The Applicant represents that it shall construct the project in accordance with the Phasing Plans submitted to the Authority, copies of which are attached hereto as Exhibit B. Said phasing may be changed from time to time as part of the Development Review Process due to market and other financial considerations, except that the phasing of the improvements outlined in Paragraph J, subparagraph Ia-e, and the phasing of the affordable rental building shall not be changed. It is anticipated that, respective to the above phasing plans, the construction of Phase I shall take approximately 14 months; construction of Phase II approximately 18 months; and construction of Phase III approximately 14 months. The affordable rental housing building shall be constructed in Phase I pursuant to Paragraph F of this Agreement, but conditioned upon the receipt of \$525,000 in funds from the Linkage Program referred to in Paragraph F.
- J. In addition to the representations set forth in Section I above, the Applicant also makes the following additional representations to the Authority:
 1. Should the Applicant not commence construction of one or more of the Underground Parking Garage, Building 3 or Building 4 by a date (the "Occupancy Date") that is 12 months after the issuance of occupancy permits for not less than three-quarters of the market rate units in Phase I, the Applicant hereby covenants and agrees to carry out the following in accordance with Exhibit C:
 - a. Reconstruct Lewis Street as a pedestrian mall (upon receipt of the necessary permits, easements, etc., by the Boston Public Improvements Commission, City of Boston, or other Governmental Agencies);
 - b. Construct landscape improvements in the form of grass and trees in the area of land bounded generally by Lewis Street, the Harbor, and the south face of the Proposed Building 4; and
 - c. Construct an on-grade parking area south of Marginal Street and west of Lewis Street, and relocate the parking from a portion of the

proposed temporary parking lot adjacent to Clippership Lane north of the northern face of the proposed Building 6 to the new lot above.

- d. Construct a pedestrian walkway along the water's edge from Lewis Street to the proposed extension of Clippership Lane; and
 - e. Landscape the area of the temporary parking lot adjacent to Clippership Lane which is relocated in accordance with Item c above, including play equipment.
2. It is recognized by the parties hereto that, whether or not all or any of the improvements outlined in Section 1a-e are carried out, upon the commencement of the construction of one or more of the Underground Parking Garage, Building 3 or Building 4:
- a. The extension of Lewis mall as described in Section 1, item a, above, may be used upon receipt of necessary permits and approvals by the Applicant for construction activities associated with the construction of one or more of the Underground Parking Garage, Building 3 or Building 4, including but not limited to access and parking for construction vehicles, construction staging and storage of construction materials.
 - b. The new parking area described in Section 1, Item c, above, shall be relocated to its former location adjacent to Clippership Lane until the completion of the Underground Parking Garage; and
 - c. The walkway described in Section 1, Item d, above, shall be discontinued until the completion of Buildings 3 and 4.
3. If the Applicant shall not have commenced construction of one or more of the Underground Parking Garage, Building 3 or Building 4 by the Occupancy Date, the Applicant shall give the Authority notice of whether or not it intends to construct such improvements and, if it does so intend, the schedule for construction, and shall post a bond, or other form of security mutually agreed to by the Applicant and the Authority, for the amount of money sufficient to carry out the improvements in Section 1a-e above.

4. Should the Applicant not commence construction of one or more of Building 5 or Building 6 by a date that is 12 months after the issuance of occupancy permits for not less than three-quarters of the market rate units in Buildings 3 and 4, the Applicant hereby covenants and agrees to fence the future construction area for Buildings 5 and 6 and to provide a landscaped edge treatment to the fence.
- K. After construction has commenced on the Locus, and provided that work within the PDA has commenced and is diligently proceeding, the Authority will, within thirty (30) days of a request by the Applicant, file with the Building Commissioner of the City of Boston a certificate pursuant to Section 6A-1 of Boston Zoning Code indicating that work within the PDA has commenced and is diligently proceeding.
- L. The Applicant shall implement a rodent control program that complies with any City or State laws, regulations, guidelines or programs relative to rodent control. Said program shall commence prior to commencement of demolition activities of the Project and shall continue until the completion of the construction of the Project.
- M. The Authority will informally advise the Applicant concerning, and will actively cooperate with and publicly support the Applicant's efforts in obtaining from the appropriate Municipal, State and Federal bodies and agencies all such permits, licenses and approvals, and exceptions, variances, and other deviations from the normal application of the applicable zoning and building codes and other ordinances and statutes, which may be necessary in order to carry out development of the Project in the most expeditious and reasonable manner. The Authority shall also cooperate fully in any amendment processes necessitated as a result of the refinement of the drawings and specifications developed during the Development Review Process.
- N. The Authority agrees to look solely to the Applicant's interest in the Project or to that of its successors and assigns, as the case may be, for any claim against the Applicant or its successors and assigns arising under this Agreement or in connection with such Project. Neither the Applicant nor any trustee, beneficiary, partner, venturer, stockholder, manager, officer, director, agent or employee of the Applicant or its successors and assigns shall ever be personally liable under this Agreement; nor shall it or they ever be answerable or liable in any equitable proceeding or order beyond the extent of its or their interest in the Project.

- O. Notwithstanding anything to the contrary provided herein, if, in the future, the Applicant, shall, in its reasonable judgment, determine that it has become infeasible to proceed with the whole or any portion of the approved Development Plan, then in such case and after substantiation by the Applicant of the reasons for not being able to proceed, the Authority shall, after consultation with the community, cooperate with the Applicant to modify, alter or amend its approval of the Development Plan in order to allow the Applicant the opportunity to reasonably develop the Locus. If the parties acting in good faith cannot agree as to an appropriate modification, alteration or amendment to the Development Plan, if the Applicant so requests, the Authority agrees to promptly take necessary steps to revoke the PDA designation for all or any portion of the Locus.
- P. The Authority acknowledges that, prior to approving the Development Plan and pursuant to Section 3-1A(a) of the Boston Zoning Code, the Authority found that the Development Plan conforms to the general plan for the City of Boston as a whole, that nothing in such Development Plan will be injurious to the neighborhood or otherwise detrimental to the public welfare. The Authority also acknowledges that such Development Plan adequately sets forth all information required to be contained within a Development Plan pursuant to Section 3-1(A)(a) of the Boston Zoning Code.
- Q. The Applicant shall execute an agreement, to be known as a Boston Residents Construction Employment Plan, with the City of Boston, which plan shall describe the measures to be taken by the Applicant to ensure that its general contractor, and those engaged by said general contractor for construction of the Project, comply with the requirements of Chapter 12 of the City of Boston Ordinances of 1986, which Chapter contains the following construction employment standards (on a craft-by-craft basis): (1) at least 50 percent of the total employee worker hours in each trade shall be by bona fide Boston residents; (2) at least 25 percent of the total employee workers hours in each trade shall be by minorities; and (3) at least 10 percent of the total employee worker hours in each trade shall be by women. The Applicant shall include in the plan provisions for monitoring, compliance and sanctions. The Applicant shall submit the plan to the Director of the Authority prior to issuance of the first building permit for the Project. For purposes of this Section Q, worker hours shall include, without limitation, on-the-job training and apprenticeship positions.

- R. The Applicant shall execute an agreement, to be known as Employment Opportunity Plan, with the City of Boston, which shall provide for the Applicant's good faith efforts to achieve a goal that 50 percent of the permanent employment opportunities created by the Project shall be made available to Boston residents, including residents affected by the proposed development on the Locus. The Applicant shall submit the plan to the Director of the Authority prior to issuance of the first building permit for the Project.
- S. The Applicant shall formulate an Affirmative Fair Housing Marketing Plan which complies with the City of Boston Fair Housing and Employment Plan and shall submit said Affirmative Fair Housing Marketing Plan to the City of Boston Fair Housing Commission prior to the issuance of the first building permit for the Project.
- T. If Hines and Smart remains on the Locus, the Applicant shall formulate a noise mitigation plan outlining measures to be taken to mitigate the noise impacts, if any, of the trucks servicing the Hines & Smart facility.
- U. The Applicant shall formulate a Public Access and Community Contributions Agreement, which outlines the public spaces to be made available in the Project and the contributions to community organizations, and shall submit the Agreement to the Director of the Authority prior to the issuance of the first building Permit for the Project. The construction and operation of all public spaces in the Project shall be subject to the phasing provided for in the Phasing Plans. The Agreement shall consist of the following:
- approximately 3,300 sf for a "cultural center" at the seaward end of Building 4;
 - approximately 1,200 sf for a "community center" at the seaward end of Building 3;
 - aerobic and dance classes, scheduled at reasonable times, available to the public on a fee basis, the approximately 1,800 sf aerobics/dance facility in Building 2;
 - approximately \$75,000 for the renovation of the fourth floor of the Crossroads Family Shelter;
 - \$100,000 for the operations of the Crossroads Family Shelter, to be paid in equal \$10,000 payments over ten years;

- \$25,000 for the operations of the Daily Bread Food Pantry, to be paid in equal \$2,500 payments over ten years;
- \$50,000 for the operation of a youth drug and recreation program at the Maverick Housing project less amounts paid on or before the date hereof;
- \$20,000 for equipment for skills and education programs at the Maverick Housing project;
- approximately \$30,000 for a van for youth and adult outreach activities at the Maverick Housing project;
- patrolling of Heritage Apartments site and Carlton Wharf by the Clippership security staff;
- open space, including harborwalk, benches and landscaped areas, as described in the Development Plan, constructed in accordance with the Phasing Plan, open to the public for passive recreational activities such as walking, viewing and sightseeing and for special events scheduled as part of the Community Cultural Center, subject to the ability of Applicant to patrol the public areas and to limit general public use to reasonable hours for security reasons;
- landscape improvements on Lewis Mall substantially in accordance with the Landscaping Plan previously submitted to the Authority;
- tree plantings in the area of Maverick Square Station and the surrounding central island area, provided that to the extent that such tree plantings are not feasible, such amounts of plantings will be in other suitable areas;
- community sailing program consisting of 8 to 10 boats, a motarized launch and a docking facility, with operations paid for on a user fee basis; and,
- reduced fees for the elderly for water shuttle service.

- V. This Agreement shall be binding upon the successors and assigns of the Applicant and the Authority.
- W. Each and every covenant and agreement contained in this Agreement is and shall be construed to be a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be

invalid and unenforceable, the remainder of this Agreement or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

X. Certain capitalized terms used in his Agreement and not otherwise defined shall have the meanings set forth below:

- "Low Income Household" shall mean a household that has an income which is less than or equal to sixty percent (60%) of the median income for the Boston Metropolitan Statistical Area.
- "Moderate Income Household" shall mean a household that has an income which is greater than sixty percent (60%) of the median income for the Boston Metropolitan Statistical Area and is less than or equal to eighty percent (80%) of the median income of the Boston Standard Metropolitan Statistical Area, as adjusted upward by the Authority.
- "Project" shall mean the development of the Locus in accordance with the Development Plan, and any amendments thereto approved by the Authority.
- "Underground Parking Garage" refers to the approximately 378 parking space garage to be built beneath Buildings No. 3 and 4.
- "Upper Moderate-Income Household" shall mean a household that has an income which is greater than eighty percent (80%) of the median income for the Boston Standard Metropolitan Statistical Area and is less than or equal to one hundred and ten percent (110%) of the median income for the Boston Standard Metropolitan Statistical Area, as adjusted upward by the Authority.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in their behalf by their respective representatives thereunto duly authorized as of the day and year first above set forth.

WITNESS:

BOSTON REDEVELOPMENT AUTHORITY

By

Stephen Coyle, Director
Hereunto duly authorized

CLIPPERSHIP WHARF LIMITED
PARTNERSHIP

By: Related Companies Northeast, Inc.,
as a general partner of
Clippership Wharf Limited
Partnership

WITNESS:

By

Edward A. Saxe, President
Hereunto duly authorized

Approved as to form:

Chief General Counsel
Boston Redevelopment Authority

EXHIBIT B

CLIPPERSHIP WHARF PHASING PLAN

Phase I: Estimated Construction Time - 14 Months

- o Demolition of wood decking and pilings to east and west of lagoon area.
- o Regrading of portions of site.
- o Construction of the extensions of Marginal Street and Clippership Lane to their intersection on site.
- o Construction of 35 affordable (below market rate) rental apartment units on Carlton Wharf, with associated parking.
- o Construction of Buildings One and Two (including the Aerobics/Dance Facility).
- o Construction of water shuttle dock and waiting pavilion.
- o Construction of 117 temporary at-grade parking spaces for residents and visitors.
- o Landscaping and planting of lawn and walkway areas adjacent to Buildings One and Two (including the area in front of the Heritage Elderly apartments).
- o Continued operation of the wholesale lobster facility in its current location (unless Hines & Smart moves off-site).

Phase IA:

If there is an extended delay in proceeding with the parking and residential buildings of Phase II, we will proceed with the extension of Lewis Mall and general landscaping of the end of the Building 4 pier. Also, we will relocate a portion of the temporary parking lot to south of Marginal Street extension and landscape that area.

Phase II: Estimated Construction Time - 18 Months

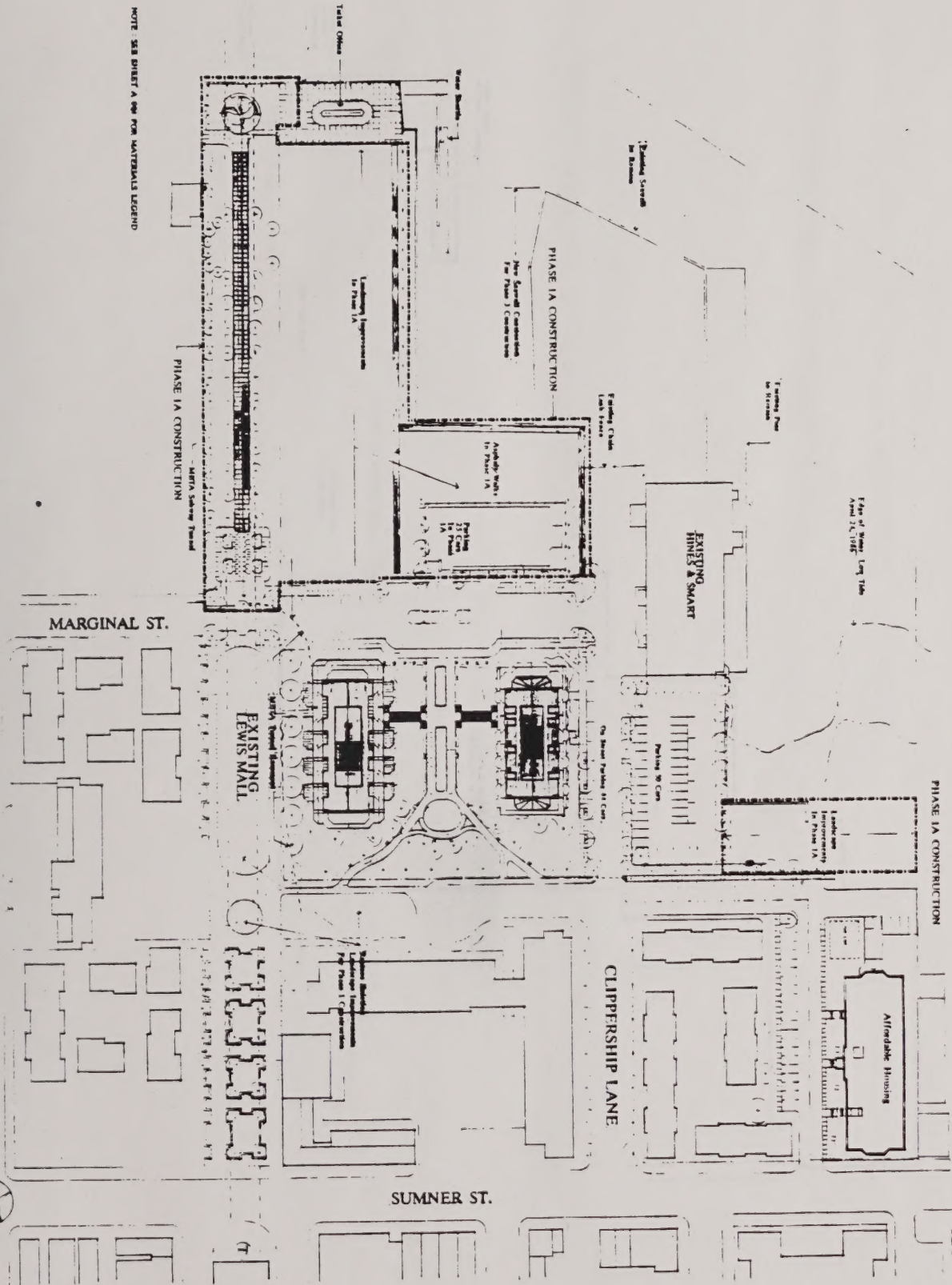
- o Demolition of existing wood decking atop pilings at marina outlet.
- o Construction of New Hines & Smart lobster facility and dock on Carlton Wharf (unless Hines & Smart moves off-site).
- o Construction of underground parking garage.
- o Elimination of Phase I temporary at-grade parking lot.
- o Construction of Buildings Three and Four (including the Waterfront Cultural Center and Waterfront Community Center).
- o Landscaping of Lewis Mall Extension.
- o Construction of rip-rap seawalls at Carlton Wharf and eastern portion of lagoon area.
- o Construction of oval lawn/garden area and surrounding walkway between Buildings Three and Four.
- o Construction of one acre open space at water's edge.
- o Construction of portion of Harborwalk located on the water side of Buildings Three and Four.

Phase III: Estimated Construction Time - 14 Months

- o Demolition of existing Hines & Smart Building.
- o Construction of Buildings Five and Six.
- o Construction of marina and pavilion.
- o Construction of new seawall on west face of lagoon.
- o Construction of community boating dock and pavilion.
- o Construction of Clippership Lane extended seaward of Marginal Street.
- o Construction of waterfront plaza adjacent to Building Five.
- o Construction of the balance of Harborwalk on site.

EXHIBIT C

NOTE: SEE SHEET A FOR MATERIALS LEGEND



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A002

CLIPPERSHIP WHARF
EAST BOSTON, MASSACHUSETTS

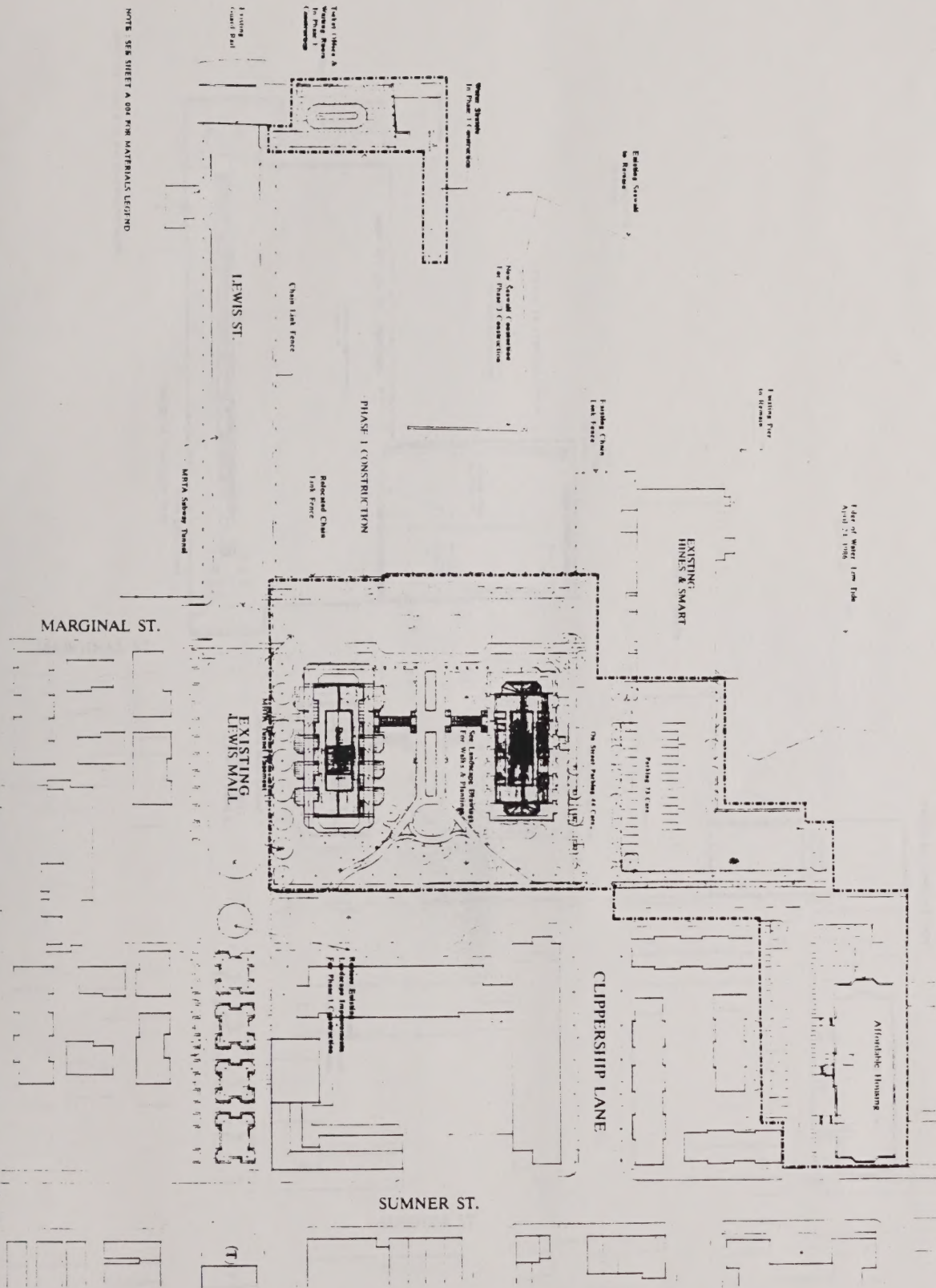
CBT

Clippership Wharf & Construction Inc.
100 Commercial Street, Suite 200, Boston, MA 02110
Tel: 617.452.1234 Fax: 617.452.1235

Scale: 1" = 40'-0"

SITE PLAN CONSTRUCTION PHASE 1A
SCALE: 1"=40'-0"

NOTE: SEE SHEET A 004 FOR MATERIALS LEGEND



File of Water Line File
April 21, 1998

Existing Gravel
to Remove

New Gravel (containing
for Phase 2 construction)

New Structure
In Phase 1 construction

Existing Structure
to be removed
In Phase 1
construction

Existing
Gravel Pad

Chain Link Fence

LEWIS ST.

PHASE 1 CONSTRUCTION

Reinforced Chain
Link Fence

MRTA Subway Tunnel

EXISTING
FINES & SMART

Parking 25 Cars

On Street Parking at 2 Cars

New Landmark Building
for Retail & Dining

EXISTING
LEWIS MALL

MARGINAL ST.

CLIPPERSHIP LANE

Affordable Housing

SUMNER ST.

A001

CLIPPERSHIP WHARF
EAST BOSTON, MASSACHUSETTS

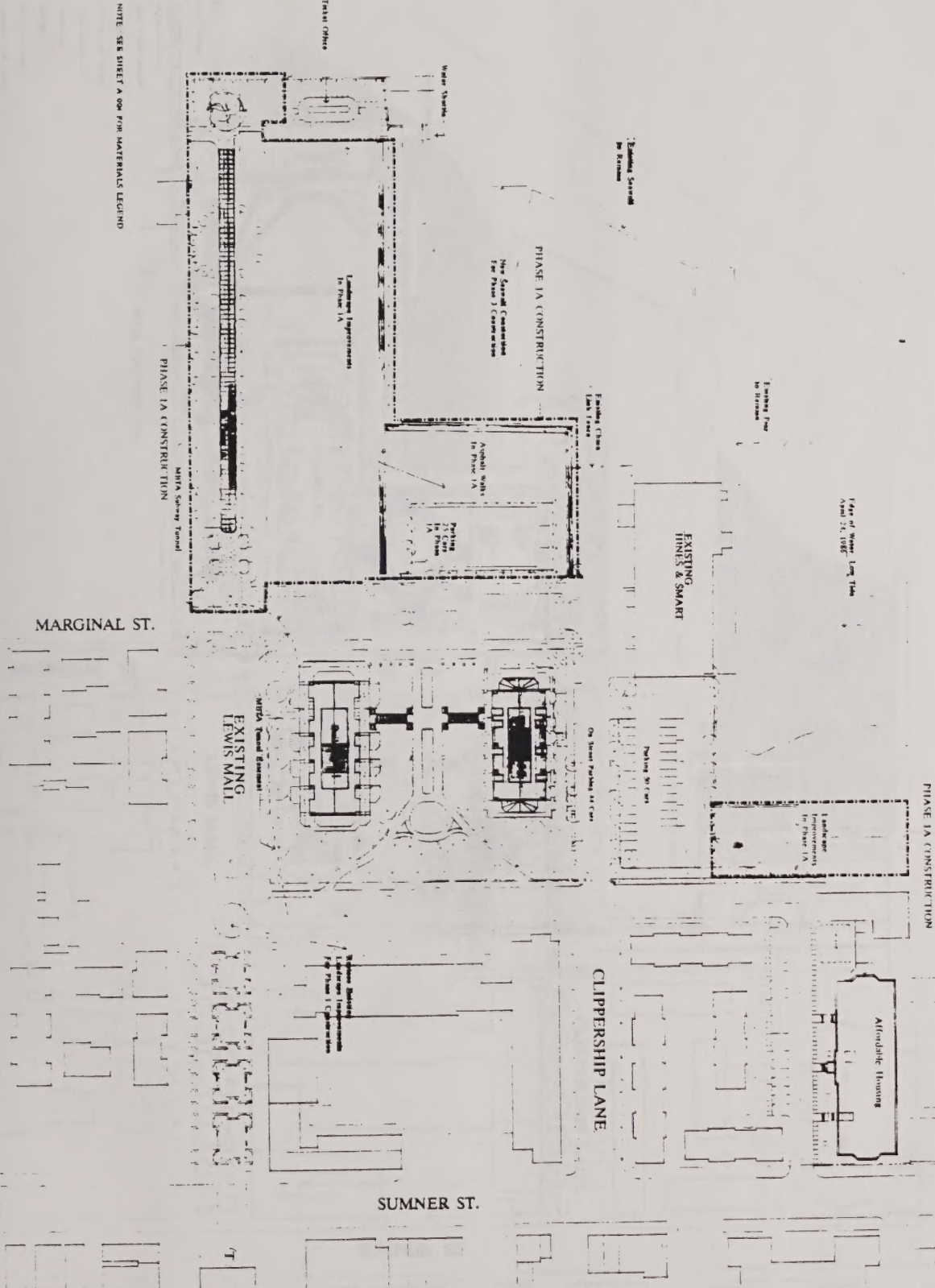
CBT

City of Boston
Department of Public Works
Office of Engineering
100 State Street, Room 1000
Boston, MA 02109
Tel: 617-337-1000
Fax: 617-337-1001
Email: cwt@cityofboston.gov

SITE PLAN CONSTRUCTION PHASE 1
SCALE 1"=40'-0"

041003.01

NOTE: SEE SHEET A-001 FOR MATERIALS LEGEND



A002

CLIPPERSHIP WHARF
EAST BOSTON, MASSACHUSETTS



Charles B. Thompson / Thompson & Associates Inc.
100 Summer Street, Suite 200, Boston, MA 02110-1000
Tel: 617-452-1000 Fax: 617-452-1001



SITE PLAN CONSTRUCTION PHASE 1A
SCALE 1"=40'-0"

LEGEND

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PHASE 2 CONSTRUCTION

META SPACE TOWER

BUILDING #1

BUILDING

BUILDING #2

BUILDING

PHASE 2 CONSTRUCTION

Affordable Housing

CLIPPERSHIP LANE

LEWIS MALL

MARGINAL ST

SUMNER ST

CLIPPERSHIP WHARF
EAST BOSTON, MASSACHUSETTS

CBT

Circle Services, Inc. & Associates, Inc.
200 Commercial Street, Suite 200, Boston, MA 02110
Tel: (617) 552-1100 Fax: (617) 552-1101
www.circleservices.com

SITE PLAN CONSTRUCTION PHASE 2
SCALE 1"=40'-0"

A003

Construction Phase 3

Development Plan for
Planned Development Area No. 30

Clippership Wharf
East Boston, Massachusetts

Clippership Wharf Limited Partnership

February 11, 1988

I. Introduction

The following constitutes the "Development Plan" (hereinafter called the "Development Plan") for the development on Planned Development Area No. 30, Clippership Wharf, East Boston, Massachusetts (hereinafter called the "Site") of approximately 370 units of residential condominium and rental housing, an underground accessory parking garage, pedestrian walkways, a public park, a water shuttle facility and other improvements (hereinafter called the "Project"). In accordance with Section 3-1A of the Boston Zoning Code, this Development Plan sets forth information on the Project including the proposed location and appearance of structures, open spaces and landscaping; proposed uses, densities, traffic circulation, and parking and loading facilities for the Site; proposed access to public transportation; and proposed dimensions of structures. This Development Plan consists of twelve pages of text and tables plus attachments designated Exhibits A through D. All references to this Development Plan contained herein shall pertain only to those eleven pages and attachments.

II. Developer

The Developer of the Project is Clippership Wharf Limited Partnership (the "Developer"), a Massachusetts limited partnership. The address of and contact person for the Developer are:

Clippership Wharf Limited Partnership
c/o Related Companies Northeast, Inc.
One Exchange Place, 36th Floor
Boston, Massachusetts 02109
(617) 723-0990
Contact person: Mr. James Campbell
Vice President

The general partners of the Developer are:

Related Companies Northeast, Inc.
Managing General Partner
One Exchange Place, 36th Floor
Boston, Massachusetts 02109

and

Mitchell Development Corporation
29 Bowdoin Street
Boston, Massachusetts 02114

Related Companies Northeast, Inc. is a Massachusetts Corporation organized pursuant to Chapter 156B of the general laws of Massachusetts and is the managing general partner of the Developer. The corporate officers of Related Companies Northeast, Inc. are:

Edward A. Saxe, President and Director
Stephen M. Ross, Director
Sharon Rubin, Clerk

Mitchell Development Corporation is a Massachusetts corporation organized pursuant to Chapters 156B of the General Laws of Massachusetts. The officers of Mitchell Development Corporation:

James H. Mitchell, President
Robert S. Mitchell, Vice President
John D. Mitchell, Treasurer and Clerk

III. Architect

The Architect for the Clippership Wharf Project is:

CBT/Childs, Bertman, Tseckares & Casendino, Inc.
306 Dartmouth Street
Boston, Massachusetts 02116
(617) 262-4354
Contact person: Richard Bertman

IV. Description of Planned Development Area

The Site consists of a parcel of land in East Boston, Suffolk County, Massachusetts, containing approximately 12.934 acres (563,405 sq. ft.) including land under water as shown on a plan (the "Site Survey") dated May 7, 1986, revised June 24, 1986 entitled "Plan of Land, East Boston, Massachusetts, Surveyed for Harbor Landing Limited Partnership" prepared by Linenthal Eisenberg Anderson, Inc. The Site Survey is Sheet A of the set of plans entitled "Clippership Wharf East

Boston, Massachusetts," prepared by the Architect (the "Project Plans"). The Site is bounded generally by Boston Inner Harbor and Massport Pier 1 to the south; by Lewis Mall and Lewis Street to the east; by the Hodge Boiler Works to the west; and by Monsignor Jacobbe Road, the Heritage Apartments and Sumner Street to the north. A more detailed description of the Site is attached hereto as Exhibit A. The Site is identified as assessor's parcels 5397, 5400 and 5402; Ward 1.

V. Location and Appearance of Structures

The location and appearance of the structures will be as shown on the Project Plans, a list of which is attached hereto as Exhibit B. The Project will contain seven residential buildings together with several accessory buildings including a pavilion for the Project's proposed marina, a pavilion for the proposed community boating program and a pavilion for the proposed water shuttle. Also, if the existing Hines & Smart lobster facility ("Hines & Smart") is relocated on-Site, an additional building will be provided for that facility. The proposed location for Hines & Smart will be at the northerly corner of the Site, as shown on Sheet 1 of the Project Plans entitled "Site Plan". All of the buildings will have sloped roofs. The residential buildings will be constructed primarily of brick with glass and masonry details. The dimensions of the eight buildings will be approximately as described in Section IX, below.

The Project will be subject to the requirements of the Authority's continuing development review process in accordance with the Authority's Development Review Procedures, as revised in 1986.

VI. General Description of Proposed Development and Use Allocation

The Site will be primarily for residential and open space uses, with the construction of approximately 370 units of housing, an underground accessory parking garage, a separate parking facility for the affordable rental housing building, pedestrian walkways, a public park, a water shuttle facility, a small marina (with approximately 20 slips) and other improvements. The Site is presently vacant with the exception of the building occupied by Hines & Smart.

The proposed mix of residential units is for approximately 335 condominium units and 35 rental units (located as described in Section VI above and as shown on the Site Plan). Ten of the condominium units will be

targeted for moderate-income households, ten of the condominium units will be targeted for upper moderate-income households and all of the rental units will be targeted for low-income households. The twenty affordable condominium units will be located among market rate units in three of the residential condominium buildings.

Copies of the Site Plan, proposed phasing plans, building elevations and floor plans are included within the Project Plans.

VII. Estimated Construction Time

Construction will commence at such time as the initial building permits and other required permits have been issued. Subject to unforeseen delays, Buildings 1 and 2, the underground parking garage and the ticket office and docking facility for the water shuttle should be completed within sixteen months thereafter. It is anticipated that the rental housing building will be built in the first stage of construction, subject to the availability of the necessary subsidies.

Completion of the remainder of the Project will be at dates thereafter.

VIII. Projected Number of Employees

The Project will generate an estimated 175 construction jobs on an average daily basis from the commencement of construction of Phase I to the completion of the Project. Once completed, the Project will require approximately 10-12 full-time jobs, including security, maintenance, and management positions.

IX. Building Dimensions

The condominium buildings, buildings 1-6 as shown on the Site Plan, will have the following approximate dimensions:

<u>BUILDING</u>	<u>LENGTH</u>	<u>DEPTH</u>	<u>HEIGHT*</u>
One	172' 10"	70'	67' 8"
Two	151' 2"	70'	73' 8"
Three	134' 5"	72'	79' 4"
Four	275'	70'	83'
Five	300'	70"	83'
Six	173' 8"	70'	67' 8"

The approximate dimensions of the affordable rental housing building and the proposed Hines & Smart building will be as follows:

<u>BUILDING</u>	<u>LENGTH</u>	<u>DEPTH</u>	<u>HEIGHT*</u>
Rental Housing	198'	62'	32'
Hines & Smart	125'	64'	57'

X. Proposed Traffic Circulation

The Project will have two points of vehicular access. The entrances will be Clippership Lane and Marginal Street. Vehicular circulation through the Site will link the two entryways and provide clear vehicular pathways from the Site entries to central drop-off areas and the underground parking garage. A central turn-around in the middle of the Site will provide access to the underground parking garage and will be accessible from both Clippership Lane and Marginal Street.

XI. Parking and Loading Facilities

It is anticipated that the Project will have an underground garage for the residents of the condominium units with approximately 378 spaces, a separate parking area beneath the rental housing building for residents of that building with approximately 20 parking spaces and approximately 95 surface parking spaces. The

* Height is calculated in accordance with the definition of "height of buildings" in Section 2-1(23) of the Boston Zoning Code. Text Amendment 94 which amended the definition of height does not apply to the Project since the original PDA application for the Project was submitted prior to July 22, 1987.

currently proposed allocation of the 95 surface spaces is as follows: 45 spaces for visitors, 20 spaces for private use by moderate and upper-moderate income condominium units, 15 spaces for private use by the subsidized rental units, 10 spaces for community boating/public use, and 5 spaces for the proposed Hines & Smart facility and/or public use. The only loading dock is proposed for the relocated Hines & Smart building.

XII. Access to Public Transportation

The Site is located within immediate proximity to the Maverick Square Station on the MBTA's Blue Line. From Maverick Square the Blue Line runs south under Boston Harbor and provides direct access to four downtown Boston stations. Travel time from the Maverick Square station to downtown Boston on the Blue Line is usually under ten minutes. Northerly, the Blue Line runs from Maverick Square to Logan Airport and other points on the North Shore. Logan Airport is under a mile from the Site. The Maverick Square station also serves as an MBTA bus interchange for bus service into Chelsea, Everett and Revere.

A water shuttle running between the Site and downtown Boston will provide year round passenger ferry service.

XIII. Open Spaces and Landscaping

The Developer has incorporated open space into the Project in order to preserve views to the Inner Harbor and the Boston Skyline. A large portion of this space will be open to public use. The Developer will extend the existing Lewis Mall pedestrian area (adjacent to the Site) to the water's edge. This extension will establish a pedestrian passageway from Maverick Square to the waterfront. A new public, waterfront park with a performance area adjacent to the Lewis Mall extension will be provided at the southerly corner of the Site. The proposed water shuttle will be serviced by a pavilion located within this park. A waterfront plaza will also be constructed at the end of Clippership Lane. The Project will also provide a continuous public pathway along the harbor side of the Site, representing the first extension of the Boston Harborwalk concept to East Boston. Other open space areas will be provided at the Site as generally shown on the Project Plans and will include open lawns, gardens, shaded landscaped areas, public walkways and piers and bulkheads suitable for recreational fishing. It is anticipated that

approximately seventy percent of the Project area, including vehicular and pedestrian ways, will remain open space after the Project is completed.

XIV. Public Benefits

The Project will provide a wide variety of benefits to the East Boston community. A major public benefit will be the creation of public open space. The landside portion of the Site currently contains dangerous sink holes from subsurface erosion. The existing wharfs are dilapidated and decayed. Segments of the seawall are structurally unsound. As a result, the entire Site is currently fenced and posted to protect public safety. The Project will result in the transformation of this unusable space into large areas of usable public open space. As discussed above, this public open space will include the first East Boston portion of the Harborwalk, a waterfront park with a performance area and seating, the extension of Lewis Mall to the water's edge, a waterfront plaza at the end of Clippership Lane, pedestrian walkways and piers and bulkheads suitable for recreational fishing.

The Project will also incorporate a water shuttle that will provide year-round service to downtown Boston, a community boating facility that will be available for use by the East Boston community and an approximately 2,000 square foot community meeting room with conference area, kitchen and restroom facilities. The water shuttle will be available to Project residents, community residents and the general public. Fares for the water shuttle will be consistent with the lowest unsubsidized fares of comparable ferry trips within Boston Harbor, with a discount for elderly passengers. The community boating facility will utilize a floating dock which will accommodate eight to ten sail boats and an on-shore pavilion with an enclosed level to provide space for storage and operations. The Developer will provide the location, docking facilities and sailboats but it is expected that an outside organization or public agency will operate the community boating program.

The Project will also contain approximately 370 housing units, 55 of which are proposed to be affordable units. Thirty-five of the housing units will be rental units targeted for low income households. The Developer has agreed to provide the land upon which the rental housing building will be constructed, to contribute \$500,000 to subsidize the affordability of the rental housing, and to cooperate with the Boston Redevelopment Authority and the City in connection with the development and construction of the rental housing building.

The proposed timing of the construction of the above-described public benefit components of the Project in relation to the construction of the various condominium buildings will be approximately as shown on Sheets 8, 9 and 10 of the Project Plans. In the event the Developer completes no more of the Project than is shown on Sheet 8 of the Project Plans, the Developer shall nevertheless extend Lewis Mall to the water's edge.

The Developer will also provide funds for various amenities within and without the Project Site for the benefit of the East Boston community including: complete funding to rebuild the fourth floor of the Crossroads Family Shelter; \$10,000 per year for 10 years for the operation of the shelter; \$2,500 per year for ten years to the Daily Bread Food Pantry; \$50,000 for the operation of a youth drug and recreation program at the Maverick Housing Project; \$20,000 for skills and education programs at the Maverick Housing Project; \$30,000 for a van for youth and adult outreach activities at the Maverick Housing Project. The Developer will also provide landscape improvements on Lewis Mall, plant trees in Maverick Square, provide security services for the Heritage Elderly Apartments and provide free use of the community meeting room to East Boston neighborhood groups.

XV. Environmental Review

The Project is subject to the review requirements of the Massachusetts Environmental Policy Act ("MEPA"). Notice of submission of a draft Environmental Impact Report for the Project (the "Draft EIR") was published in the Environmental Monitor as October 9, 1986. The Draft EIR was approved by the Secretary of the Executive Office for Environmental Affairs (the "Secretary") on December 1, 1986. The Draft EIR certificate of approval from the Secretary stated that the Draft EIR properly complied with MEPA and listed several areas to be expanded upon in the Final EIR. The Developer is currently preparing a Final EIR that will respond to the Secretary's certificate of approval and to other comments received on the Draft EIR. The Developer will also formulate a noise mitigation plan outlining measures to be taken to mitigate the noise impacts, if any, of trucks servicing the Hines & Smart facility.

XVI. Compliance with Approved Drawings

The Developer will construct the Project in accordance with the Project Plans (which are listed on Exhibit B), as such plans may be amended pursuant to the Boston Redevelopment Authority's Development Review Procedures, as revised in 1986.

XVII. Development Review Procedures

All design plans for the Project are subject to ongoing development review and approval by the Boston Redevelopment Authority. Such review is to be conducted in accordance with the Boston Redevelopment Authority's Development Review Procedures, as revised in 1986. Final working drawings and specifications approved by the Boston Redevelopment Authority shall be conclusively deemed to be in conformity with this Development Plan.

XVIII. Proposed Uses

The entire Site is currently located within a W-2 Zoning District. The uses currently contemplated for the Project include residential condominium and rental units; park recreational, and open space uses; a water shuttle facility; both underground and surface parking; a community sailing program; the Hines & Smart lobster processing facility (if it is relocated on-Site); other similar uses and uses incidental or accessory to those described herein and to the construction and operation of the Project.

XIX. Zoning

The entire Site is currently located within a W-2 Zoning District. Upon approval of the Overlay District PDA zoning designation, the Site will be designated as a W-2-D Overlay District. The Project will require exceptions from the requirements of the Boston Zoning Code from the Board of Appeal under the procedures set forth in Sections 6A-1, 6A-2 and 6A-3 of the Boston Zoning Code. A list of such anticipated exceptions is set forth in Exhibit C hereto. Changes to such list may be made at the discretion of the Boston Redevelopment Authority, in its report and recommendations to the Board of Appeals under Section 6A-2 of the Boston Zoning Code.

XX. Density

The Floor Area Ratio ("FAR") of the Project is calculated by dividing the gross floor area of the buildings which will be located on the Site by the lot area of the Site. The maximum FAR for the Project will not exceed 2.6.

In determining the Project's FAR all vehicular and pedestrian ways, including the harborwalk were excluded from the area of the Site. The method used in determining the Project's FAR is shown on Exhibit D.

XXIII. Additional Zoning Provisions

Upon (a) the request from the Developer, (b) receipt of the certificate from the Developer that the work on the Project has commenced and is diligently proceeding and (c) a finding by the Director of the Boston Redevelopment Authority that the Project has commenced and is diligently proceeding in accordance with this Development Plan, the Boston Redevelopment Authority shall issue to the Commissioner of the Inspectional Services Department of the City of Boston a certificate pursuant to Article 6A, Section 6A-1 of the Boston Zoning Code (a "6A Certificate") stating that the work within the PDA has commenced and is diligently preceding. This certificate shall be issued as provided for in Section 6A-1 of the Boston Zoning Code. The approval by the Boston Redevelopment Authority of this Development Plan or the issuance by the Authority of the 6A Certificate shall be conclusive evidence to the Commissioner of the Inspectional Services Department that work on the Project is diligently proceeding.

XXIV. Permits

In addition to the EIR, a number of permits and approvals are required for the Project.

With regard to water-related uses, a permit from the United States Army Corps of Engineers will be needed in connection with any dredging or filling conducted in connection with the Project. The Army Corps will require that the Massachusetts Department of Environmental Quality Engineering ("DEQE") issue a certificate indicating that any discharge from the Site entering navigable waters will comply with applicable discharge limitations or water-quality standards. In addition, the Army Corps will require a certificate that plans for the Project are consistent with the Massachusetts Coastal Zone Management Program.

Massachusetts law requires a review of the Project by the Boston Conservation Commission. In addition, a Tidelands License, which is required in certain coastal areas, will be required from the DEQE.

In order to connect sewer lines to the Site, a sewer connection and extension permit will be needed from the Massachusetts Department of Water Pollution Control ("DWPC"). The Massachusetts Water Resources Authority ("MWRA"), which operates the regional sewer system serving Boston, may also be required to issue a permit for the Project.

The provision of below-grade parking in the Project at the Site requires two approvals from the Boston Public Safety Commission. These approvals authorize the storage of gasoline in the tanks of vehicles parked within a structure and the construction and maintenance of an enclosed garage facility.

The Project may require a permit from the United States Environmental Protection Agency ("EPA") under the National Pollution Discharge Elimination Program in connection with stormwater runoff from roofs and paved parking areas in the Project Area. In addition, Massachusetts law may also require a water pollution permit from the Division of Water Pollution Control with regard to stormwater runoff from the Site.

Finally, building permits must be secured prior to construction of the various structures to be located at the Site, and certificates of occupancy, certifying the proper completion of those structures, must be obtained before any buildings are placed in use.

XXV. Relocation Information

The Project is not subject to federal or state relocation regulations. The only occupant of the Site, Hines & Smart, leases an area of approximately 12,000 square feet at a monthly rent of \$2,150 plus all utility costs. The Developer has offered to relocate Hines & Smart to a new facility to be constructed at the Site together with adequate docking space. The Project's marina and docking facilities were designed to accommodate the maneuvering and unloading requirements of boats comparable to those currently servicing the Hines & Smart facility. Hines & Smart presently employs approximately 25 persons in all shifts and has been located in its present building since 1968. Because the Site is otherwise unoccupied, no other relocations, on or off-Site, are necessary due to the construction of the Project.

XXVI. Community Participation

The Project has been subject to extensive review by state agencies, community organizations, and public interest groups in East Boston during the past two years. A list of East Boston organizations, agencies and groups with which the Developer has met and discussed the Project is attached hereto as Exhibit E. The Project has been approved by the East Boston Planning and Zoning Advisory Committee ("PZAC") and by all three of the subcommittees of the East Boston PZAC (transportation, urban design and public access, and affordable housing and community benefits, respectively). The PZAC and its subcommittees will continue to review the Project throughout its development. The public has been provided numerous opportunities to discuss and comment upon the Project and significant changes have been made since the initial Project design in response to community suggestions and concerns.

Exhibit A

Legal Description of the Site

A parcel of land in the City of Boston, Suffolk County, Massachusetts, bounded as follows:

- NORTHEASTERLY: By Sumner Street, 110.00 feet;
- SOUTHEASTERLY: by land of the Boston Housing Authority and by the westerly end of a way, 265.00 feet;
- NORTHEASTERLY: by the center line of said way, 190.00 feet;
- SOUTHEASTERLY: by the westerly end of Msgr. Albert A. Jacobbe Road, 25.00 feet;
- NORTHEASTERLY: by the southwesterly sideline of Msgr. Albert A. Jacobbe Road and by land of the Boston Housing Authority, 350.00 feet;
- SOUTHEASTERLY: by land of the Boston Housing Authority by Lewis Street and by land of owners unknown, 765.63 feet;
- SOUTHWESTERLY: by owners unknown, 24.00 feet;
- SOUTHEASTERLY: by the same, 50.00 feet;
- SOUTHWESTERLY: by the same, 3.50 feet;
- SOUTHEASTERLY: by the same, 135.00 feet;
- SOUTHWESTERLY: by the same, 13.00 feet;
- SOUTHEASTERLY: by the same, 54.57 feet;
- SOUTHWESTERLY: by the waters of Boston Harbor, 724.82 feet; and,
- NORTHWESTERLY: by land of John I. Lynch et al., 903.15 feet.

The Site, including portions of the Site under water, contains approximately 563,405 square feet (12.934 acres).

Exhibit B

PROJECT PLANS

Childs, Bertman, Tseckares & Casendino, Inc.

<u>Plan No.</u>	<u>Title</u>	<u>Date</u>
	Cover Sheet and Index	January 21, 1988
A	Property Survey	May 7, 1986, revised June 28, 1986
1	Site Plan	January 21, 1988
2	Visual Corridor	January 21, 1988
3	Sun Shadows - March/Sept 22nd	January 21, 1988
4	Sun Shadows - June 22nd	January 21, 1988
5	Sun Shadows - December 22nd	January 21, 1988
6	Sun Shadows - October 21st	January 21, 1988
7	Sun Shadows - November 21st	January 21, 1988
8	Construction Phase 1	January 21, 1988
9	Construction Phase 2	January 21, 1988
10	Construction Phase 3	January 21, 1988
11	Neighborhood Context Photographs	January 21, 1988
12	Model Photographs	January 21, 1988
13	Plans - Bldgs. 1&2	January 21, 1988
14	Plans - Bldgs. 3&4	January 21, 1988
15	Plans - Bldgs. 3&4	January 21, 1988

16	Plans - Bldgs. 5&6	January 21, 1988
17	Plans - Bldgs. 5&6	January 21, 1988
18	Elevations/Section Building Nos. 1&4	January 21, 1988
19	Elevations/Section Buildings 1,2 & 6	January 21, 1988
20	Elevations/Section Buildings 2 & 3	January 21, 1988
21	Elevations/Section Buildings 3, 4, & 5	January 21, 1988
22	Elevations/Section Buildings 5 & 6	January 21, 1988
23	Parking Level One	January 21, 1988
24	Parking Level Two/ Three	January 21, 1988
25	Unit Plans - Bldg. 1	January 21, 1988
26	Unit Plans - Bldgs 1&2	January 21, 1988
27	Pavilions - Plans/ Elevations	January 21, 1988
28	Partial Elevation/ Wall Sections	January 21, 1988

Exhibit C

List of Required Zoning Exceptions

- I. USES: Exceptions to the requirements of the following sections of the Boston Zoning Code will be requested for the use of the Site and Project for approximately 370 units of residential condominium and rental housing, an underground accessory parking garage, pedestrian walkways, a public park, a water shuttle facility, other related improvements and the other uses set forth below or referred to in the Development Plan.

Code Section 8-7

<u>Use No.</u>	<u>Use Item</u>
7	Building or group of buildings for occupancy by three or more families in separate dwelling units
27	Public park or playground; public recreation building.
28	Private grounds for games and sports not conducted for profit.
29	Adult education center building; community center building; settlement house.
30	Private club.
58	Parking Lot.
59	Parking Garage.
65	Water freight or passenger terminal facility, including docks, piers, wharves, storage sheds for water borne commodities, and rail and truck facilities accessory to a water borne freight terminal.
72	As an accessory use subject to the limitations and restrictions of Article 10, a garage or parking space for occupants, employees, customers, students and visitors.
72A	As an accessory use subject to the limitations and restrictions of Article 10, a swimming pool or tennis court not within a required front yard.
85	As an accessory use subject to the limitations and restrictions of Article 10, any use ancillary to, and ordinarily incident to, a lawful main use.

Section 6-3A Additional Conditions Required for Approval of Parking Facilities in a Restricted Parking District.

- II. DIMENSIONAL ASPECTS: Exceptions to the requirements of the following sections of the Boston Zoning Code will be requested for the Project.

10-1

The accessory uses on a lot, exclusive of off-street parking, shall not occupy, in the aggregate, more than twenty-five percent of the floor area of the main buildings; nor shall the accessory uses on a lot, exclusive of off-street parking required by this Code, occupy in the aggregate, more than twenty-five percent of the rear yard required by this Code or of the unbuilt lot area; nor in any residential district shall any accessory use occupy any part of the front or side yards required by this Code, except that such a side yard may be used for off-street parking located more than five feet from the side lot line; and in no other district shall any accessory use other than off-street parking occupy any part of the front or side yards required by this Code.

Because the Site is a single lot containing several residential and accessory structures, and because the Site will contain a variety of accessory uses, including a marina, a park, and a transportation water shuttle, which will occupy a large portion of the areas of open space associated with the Project, the Project may not comply with the accessory use requirements of Section 10-1 and an exception from Section 10-1 of the Code will be sought.

13-4

Any dwelling in an L, B, M, I or W district shall conform to the lot area, usable open space, and yard requirements for the nearest S, R, or H district; provided, however, that any dwelling in a B-8 or B-10 district shall conform to the lot area, usable open space and yard requirements for the least restricted district.

The Project includes dwellings in a W-2 district, therefore, the provisions of this Section apply. The nearest S, R, or H district to the site is an H-2-U district. To the extent that the Project does not comply with the lot area, usable open space and yard requirements imposed by the Code for H-2-U districts, exceptions from Section 13.4 will be sought.

15-1 and Table
B of Article 13

Maximum Floor Area ratio
shall not exceed 2.0.

The gross floor areas of each of the buildings are shown in the chart attached hereto as Exhibit D. The approximate Floor Area Ratio of the Project based upon those gross floor areas and a lot area

Code SectionRequiredRelief

Section 17-1 and
Table B of Article
13

Minimum usable open space per dwelling unit: 150 sq. ft. including suitably designed and accessible space on balconies of main buildings or on the roofs of accessory buildings.

Section 20-2

Accessory buildings may be erected in rear yards provided that no such building is more than 15 feet in height or nearer than 4 feet to any side lot line; and provided further, that in a S, R or H district the accessory buildings in any one rear yard shall not occupy in the aggregate a greater percentage of such rear yard than that specified in Table B of Section 13-1.

of 207,845 square feet (which figure excludes land under water and all vehicular and pedestrian ways) is 2.43. Accordingly, an exception from the maximum floor area ratio requirements of Section 15-1 of the Code will be sought.

Section 17-1 requires that minimum usable open space per dwelling unit be devoted to use by occupants of each dwelling unit intended for family occupancy. Although the Project includes sufficient open space to satisfy the requirements of this Section, because a large portion of this open space is accessible to the public, the usable open space will not be devoted exclusively to occupants of the dwelling units. Accordingly, an exception from Section 17-1 of the Code will be sought.

The Project includes a variety of accessory open space and recreational uses, and accessory buildings, such as a ticketing pavilion for the water shuttle. Due to the configuration of the residential buildings on the Site and the placement of these accessory buildings in relation to the residential buildings, the Project may not comply fully with Section 20-2. Accordingly, an exception from Section 20-2 of the Code will be sought.

Code SectionRequiredRelief

Section 22-4
Section 14-5(C)
Section 18-1
Section 19-1
Section 20-1
Section 21-1

Section 22-4 provides that if on one lot there are two or more dwellings (other than temporary dwellings) designed for occupancy, or occupied by, one or more families, or if on one lot there are one or more such buildings, and one or more other main buildings, such dwellings shall be separated from each other and from such other buildings, by yards of the same minimum depths, and the provisions of Article 21 shall apply, as if each dwelling were on a separate lot; and if such dwelling is to the rear of another dwelling or other main building, the provisions of paragraph (C) of Section 14-5 shall also apply (Section 14-5(C) requires that a dwelling designed for occupancy or occupied by one or more families on the same lot as, and to the rear of, another main building, be separated from such main building by not less than twice the minimum rear yard required by the Code for such main building; and the requirement of this code with respect to lot size, open space, and front, rear and side yards shall apply as if the dwelling were on a separate lot.)

Section 22-4 provides that after public notice and hearing, the Board of Appeal may grant permission for a variation from the requirements of this Section if it finds that open space for all occupants, and light and air for all rooms designed for human occupancy, will not be less than would be provided if the requirements of this Section were met. Since the Project includes several residential buildings on a single lot, it is subject to Section 22-4. However, since a major component of the Project is accessible open space, and the main buildings will be less than eight stories and the top portions of each building are stepped-in from the at-grade portions in order to maximize the availability of light, an exception or variance, will be sought from Section 22-4 of the Code and from the sections which are applied through Section 22-4, including, without limitation, Sections 14-5(C) (dwelling to rear of another building must be separated by minimum of twice the rear yard requirement), 18-1 (minimum front yard), 19-1 (minimum side yard), 20-1 (minimum rear yards) and 21-1 (minimum setback of parapet).

Exhibit D

Method of Calculating the Project's Floor Area Ratio¹

I. Determination of approximate gross floor area of buildings to be located at the Site:

Building 1	56,819 sq. feet
Building 2	51,974 sq. feet
Building 3	49,355 sq. feet
Building 4	113,744 sq. feet
Building 5	122,981 sq. feet
Building 6	52,844 sq. feet
Proposed Hines & Smart Facility	8,000 sq. feet
Rental Housing Building	47,040 sq. feet
Ticket Office	900 sq. feet
Community Boating Pavilion	<u>415 sq. feet</u>
TOTAL	504,072 sq. feet

II. Determination of Total Lot Area²

Total area of the Site	563,405 sq. feet
Approximate area of the Site containing streets or private ways open to public use.	142,155 sq. feet ³
Approximate area of the salt water portion of the Site below the mean high tide line	213,405 sq. feet ⁴

¹ Floor area ratio is defined in Section 2-1 (20) of the Boston Zoning Code as "The ratio of gross floor area of a structure to the total area of the lot."

² Lot area is defined in Section 2-1(27) of the Boston Zoning Code as "the horizontal area of the lot exclusive (a) of any area in a street or private way open to public use . . . and (c) any salt-water area below the mean high-tide line."

³ This figure includes all vehicular and pedestrian ways located on the Site including the harborwalk.

⁴ This figure represents all of the Site which is under water.

Boston Zoning Code 207,845 sq. feet

III. Floor Area Ratio: Gross floor area of proposed buildings (504,072 sq. ft.) divided by the lot area of the Site (207,845 sq. ft.) 2.43

CERTIFICATE OF VOTE

The undersigned hereby certifies as follows:

(1) That she is the duly qualified and Acting Assistant Secretary of the Boston Redevelopment Authority, hereinafter called the Authority, and the keeper of the records, including the journal of proceedings of the Authority.

(2) That the following is a true and correct copy of a vote as finally adopted at a meeting of the Authority held on February 11, 1988 and duly recorded in this office:

Copies of a memorandum dated February 11, 1988, were distributed re: Clippership Wharf Proposed Development Plan and Cooperation Agreement, attached to which were copies of six votes; a map indicating the location of the area; Development Plan for Planned Development Area No. 30, Clippership Wharf, East Boston, including Exhibits "A", Legal Description of the Site; "B", Project Plans; "C", List of Required Zoning Exceptions; "D", Method of Calculating the Project's Floor Area Ratio and Cooperation Agreement for Planned Development Area No. 30.

Ms. Linda Bourque and Ms. Pamela Wessling of staff addressed the Board and answered the Members' questions.

Attorney Lawrence S. DiCara, Three Center Plaza, with residential address, 311 Ashmont Street, Dorchester, representing the developer, Clippership Wharf Limited Partnership, brought the Board up to date on the progress of the development.

The following East Boston residents appeared in favor of the development:

Mr. Jack Scalcione, 36 Frankfurt Street, EBPZAC; Mr. Fred Stefano, 73 St. Andrew Road; Mr. Warren Cutlip, 146 Princeton Street, read prepared statement from Representative Emanuel Serra; Ms. Ellie Serafini of the Outreach Program; Ms. Alice Christopher, 972 Bennington Street; Mr. John Paciello, East Boston, employed by Hines and Smart Lobster

Company; Ms. Florence Ginepra, Heritage Apartments. Letter of support received from John A. Nucci, President of the Boston School Committee; Father Bernard McLaughlin, Pastor of the Holy Redeemer Parish; letter from Boston City Councillor Robert E. Travaglini.

Hines and Smart Lobster Company has some concerns regarding truck access and maneuverability; getting the lobsters from local lobstermen; what the zoning constraints will be; what will happen to retail establishments in Maverick Square. Would they be replaced by new outlets? They are also concerned with square footage and affordability of a new facility.

Letter of February 10, 1988, received by the Chairman from Lorraine Downey, Chair of the Harborpark Advisory Committee, who supports the plan for the site. However, important issues as outlined above regarding relocation of Hines and Smart require attention.

Attorney DiCara informed the Board that Mr. Saxe, principal of Clippership, said that discussions are ongoing and the concerns of Hines and Smart will be resolved amicably.

Mr. Scalcione is satisfied that the traffic plan submitted by the developer addresses the traffic problems.

On motion by Mr. Jones, seconded by Mr. Donlan, it was unanimously

VOTED: That in connection with the Development Plan for Planned Development Area No. 30, presented at a public hearing duly held at the offices of the Authority on Thursday, February 11, 1988, and after consideration of evidence presented at the hearing, the Boston Redevelopment Authority finds that:

(1) said Plan conforms to the general plan for the City as a whole; (2) and that nothing in said Plan will be injurious to

the neighborhood or otherwise detrimental to the public welfare; and (3) said Plan does adequately and sufficiently satisfy all other criteria and specifications designation as set forth in the Boston Zoning Code as amended; and further

VOTED: That the form and substance of the Development Plan and the procedures employed in reviewing and approving the Development Plan conform with and satisfy all applicable requirements of the Boston Zoning Code and the Enabling Act; and further

VOTED: That pursuant to the provisions of Section 3-1A of the Boston Zoning Code as amended, the Boston Redevelopment Authority hereby approves the Development Plan for Planned Development Area No. 30. Said Plan is embodied in a written document entitled "Development Plan for Planned Development Area No. 30 Clippership Wharf/East Boston, Massachusetts", dated February 11, 1988, and a series of drawings listed in the Plan; said documents and drawings shall be on file in the office of the Assistant Director for Neighborhood Planning and Zoning of the Authority; and further

VOTED: The Authority hereby authorizes the Director to petition the Zoning Commission of the City of Boston for a Planned Development Area Subdistrict designation for the parcel of land which is the subject of the Development Plan for Planned Development Area No. 30. The Director is further authorized to execute the Cooperation Agreement between Clippership Wharf Limited Partnership and the Boston Redevelopment

Authority substantially in the form attached hereto, except for such changes which the Director determines necessary for desirable, the Director's execution thereof to evidence conclusively the making of such determinations and that the same have been authorized hereby, and to execute a Transportation Access Plan Agreement, an Affordable Housing Agreement, any other documents required by the Cooperation Agreement, all in a form and subject to such terms and conditions satisfactory to the Director of the Authority. Said documents shall be on file in the office of the Authority; and further

VOTED: That the Authority hereby authorizes the Director to certify in the name and on behalf of the Authority, that plans submitted to the Commissioner of the City of Boston Inspectional Services Department are consistent with the Authority-approved Development Plan for Planned Development Area No. 30; and further

VOTED: That in reference to petitions to be brought before the Board of Appeal by the Clippership Wharf Limited Partnership for exceptions as listed in the Development Plan for Planned Development Area No. 30, Clippership Wharf/East Boston, which is approved by the Authority today, the Boston Redevelopment Authority recommends approval of such exceptions provided that the Zoning Commission will have adopted a map amendment designating the land as a Planned Development Area; that the final plans be submitted to the Authority for

development review approval; and that such final plans incorporate mitigation measures deemed necessary and approved by the Director of the Authority to minimize any adverse environmental impacts. The Authority hereby authorizes the Director to certify to the Board of Appeal that the exceptions requested are in conformity and are consistent with the Development Plan.

(3) That said meeting was duly convened and held in all respects in accordance with law and to the extent required by law, due and proper notice of such meeting was given; that a legal quorum was present throughout the meeting, and a legally sufficient number of members of the Authority voted in a proper manner and all other requirements and proceedings under law incident to the proper adoption or the passage of said vote have been duly fulfilled, carried out and otherwise observed.

(4) That _____ to which this certificate is attached is in substantially the form as that presented to said meeting.

(5) That if an impression of the seal has been affixed below, it constitutes the official seal of the Boston Redevelopment Authority, and this certificate is hereby executed under such official seal.

(6) That _____ is the _____ of the Authority.

(7) That the undersigned is duly authorized to execute this certificate. IN WITNESS WHEREOF, the undersigned has hereunto set her hand this _____ day of _____, 19____.

BOSTON REDEVELOPMENT AUTHORITY

By: _____
Assistant Secretary

MEMORANDUM

April 27, 1989

TO: BOSTON REDEVELOPMENT AUTHORITY AND STEPHEN COYLE,
DIRECTOR

FROM: JOHN LEIGH, ASSISTANT DIRECTOR FOR HARBOR PLANNING AND
DEVELOPMENT
PAMELA WESSLING, DEPUTY DIRECTOR FOR URBAN DESIGN AND
DEVELOPMENT

SUBJECT: AUTHORIZATION TO EXECUTE THE COOPERATION AGREEMENT FOR
PLANNED DEVELOPMENT AREA NO. 30 - CLIPPERSHIP WHARF

SUMMARY: This memorandum requests authorization to execute a
Cooperation Agreement for Planned Development Area No. 30 -
Clippership Wharf.

On February 11, 1988 the Boston Redevelopment Authority approved
the Development Plan for Planned Development Area No. 30 -
Clippership Wharf and authorized the Director to execute a
Cooperation Agreement with Clippership Wharf Limited Partnership.
The Planned Development Area designation was subsequently
approved by the Zoning Commission and the Mayor.

Clippership Wharf is residential project of approximately 370
units located on the East Boston waterfront. The PDA site,
including land under water, has a total area of approximately 13
acres. The project includes six residential buildings on
Clippership Wharf, several community rooms, a ferry terminal,
community boating facilities, public open space, and below-grade
parking for approximately 380 cars. Twenty of the condominium
units will be available to moderate and upper-moderate income
families. As part of the project, on the adjacent Carlton Wharf
there will be located thirty-five units of affordable rental
housing.

Since the time of approvals by the BRA and the Zoning Commission,
the project has undergone review by the Commonwealth in
accordance with Chapter 91 of the Massachusetts General Laws
which govern tidelands development. Some minor changes have
resulted from that review. The project formerly included a
community room but will now provide three rooms to be used for
community, recreational, and cultural activities. The additional
rooms are within the approved envelope of the six buildings.
The exterior of the buildings remain as approved, as do the
number of residential units.

In addition, the developer has received cost estimates and reviewed the project with potential lenders. This process has necessitated the relocation of the underground garage from beneath the two buildings which constitute phase one to below-grade levels of the two building which constitute phase two. The relocation improves the design, in that the former location of the garage ramp is reprogrammed as park land, and the ramp is included within one of the phase two buildings, rather than being located on the exterior.

The Cooperation Agreement incorporates controls regarding the location and treatment of surface parking as the development is constructed in three phases. Parking for phase 1 will be located at grade prior to construction of phase 2. Once phase 2 is completed, the parking for both phases will be located below-grade. The construction phasing plans are included as Exhibit C of the Agreement.

The Cooperation Agreement outlines the public benefits which are to accompany each phase, including changes in benefits which have resulted from the Commonwealth's review. The Agreement requires the developer to enter into an agreement with the BRA specifying in greater detail of how the public benefits will be implemented. This agreement will deal with such aspects as the management and operations of water-related activities and the community rooms. Exhibit B of the attached agreement lists the benefits to be included in each phase.

We have reviewed the Cooperation Agreement in concert with the East Boston Planning and Zoning Advisory Committee and find the changes appropriate to carry out the project in the manner contemplated by the Development Plan for Clippership Wharf. We therefor recommend that the BRA authorize the Director to execute the Cooperation Agreement in its form.

Appropriate votes follow:

VOTED: The Boston Redevelopment Authority hereby authorizes the Director to execute the Cooperation Agreement between Clippership Wharf Limited Partnership and the Boston Redevelopment Authority substantially in the form attached hereto. Said Agreement is embodied in a written document, "Cooperation Agreement for Planned Development Area No. 30." Said document shall be on file in the offices of the Authority; and further

VOTED: The Boston Redevelopment Authority hereby authorizes the Director to execute an Affordable Housing Agreement and a Public Access and Community Contributions Agreement, and any other documents required by the Cooperation Agreement, all in a form and subject to such terms and conditions satisfactory to the Director of the Authority. Said documents shall be on file in the office of the Authority.

